

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

1. REQUISITION NUMBER

PAGE 1 OF 59

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER FA5270-08-R-0001		6. SOLICITATION ISSUE DATE 23-Jun-2008			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KAZUTAKA YOHEMA		b. TELEPHONE NUMBER (No Collect Call/s) 634-4799		8. OFFER DUE DATE/LOCAL TIME 03:00 PM 23 Jul 2008					
9. ISSUED BY		CODE FA5270		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR SB HUBZONE SB 8(A) SVC-DISABLED VET-OWNED SB EMERGING SB SIZE STD: NAICS: 561730		11. DELIVERY FOR FOR DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS			
18 CONS/LGCA POC: KAZUTAKA YOHEMA UNIT 5199, BLDG 732 KADENA AB APO AP 96368-5199						13a. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> UNDER DPAS (15 CFR 700)					
TEL: 634-4787 FAX: 634-1761				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP							
15. DELIVER TO		CODE		16. ADMINISTERED BY		CODE					
SEE SCHEDULE											
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE					
TEL.		FACILITY CODE									
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		SEE SCHEDULE									
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)							
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.		ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED									
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.		ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED									
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.									
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED							
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		TEL:		EMAIL:			

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					
<p>32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____</p>					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE		32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE			
		42b. RECEIVED AT (Location)			
		42c. DATE RECD (YYMM/DD)		42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	Grounds Maintenance Services	1	Lot		
	FFP				
	The contractor shall provide ground maintenance services for Operational & Maintenance (O&M) Area and associate units, Kadena AB, Camp Kinser, Chibana and White Beach, Okinawa, in accordance with CLIN 0001 (Sub CLINs 0001 AA thru 0001 AP) on Attachment 1, Price Exhibit, Attachment 2, Performance Work Statement (PWS), and Attachment 4, Area Maps/Site Plans.				
	Performance Period: 01 Oct 08 thru 30 Sep 09 (Basic Year)				
	FOB: Destination				
	NSN: S208-GR-OND-SMNX				
	SIGNAL CODE: A				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002	Grounds Maintenance Services	1	Lot		
	FFP The contractor shall provide ground maintenance services for DoD Family Housing, Kadena AB, Camp Foster, Camp Lester, Plaza, Camp Kinser, Camp Courtney and Camp McTureous, Okinawa, in accordance with CLIN 0002 (Sub CLINs 0002AA thru 0002BZ) on Attachment 1, Price Exhibit, Attachment 2, Performance Work Statement (PWS), and Attachment 4, Area Maps/Site Plans.				
	Performance Period: 01 Oct 08 thru 30 Sep 09 (Basic Year) FOB: Destination NSN: S208-GR-OND-SMNX SIGNAL CODE: A				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003	Grounds Maintenance Services	1	Lot		
	FFP The contractor shall provide ground maintenance services for DoDEA, Kadena AB, Okinawa, in accordance with CLIN 0003 (Sub CLINs 0003AA thru 0003AK) on Attachment 1, Price Exhibit, Attachment 2, Performance Work Statement (PWS), and Attachment 4, Area Maps/Site Plans.				
	Performance Period: 01 Oct 08 thru 30 Sep 09 (Basic Year) FOB: Destination NSN: S208-GR-OND-SMNX SIGNAL CODE: A				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004	Grounds Maintenance Services FFP The contractor shall provide ground maintenance services for Det 3, Kadena AB, Okinawa, in accordance with CLIN 0004 (Sub CLINs 0004AA thru 0004AD) on Attachment 1, Price Exhibit, Attachment 2, Performance Work Statement (PWS), and Attachment 4, Area Maps/Site Plans. Performance Period: 01 Oct 08 thru 30 Sep 09 (Basic Year) FOB: Destination NSN: S208-GR-OND-SMNX SIGNAL CODE: A	1	Lot		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005	Grounds Maintenance Services FFP The contractor shall provide ground maintenance services for 18th Medical Gp, Kadena AB, Okinawa, in accordance with CLIN 0005 on Attachment 1, Price Exhibit, Attachment 2, Performance Work Statement (PWS), and Attachment 4, Area Maps/Site Plans. Performance Period: 01 Oct 08 thru 30 Sep 09 (Basic Year) FOB: Destination NSN: S208-GR-OND-SMNX SIGNAL CODE: A	1	Lot		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0006	Grounds Maintenance Services	1	Lot		
FFP					
The contractor shall provide ground maintenance services (Improved grounds) for Vacant DoD Family Housing, Okinawa, in accordance with CLIN 0006 on Attachment 1, Price Exhibit, Attachment 3, Performance Work Statement (PWS). Performance Period: 01 Oct 08 thru 30 Sep 09 (Basic Year)					
FOB: Destination					
NSN: S208-GR-OND-SMNX					
SIGNAL CODE: A					

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0007	Grounds Maintenance Services	1	Lot		
FFP					
The contractor shall provide ground maintenance services (Semi-Improved Grounds) for Vacant DoD Family Housing, Okinawa, in accordance with CLIN 0007 on Attachment 1, Price Exhibit, Attachment 3, Performance Work Statement (PWS). Performance Period: 01 Oct 08 thru 30 Sep 09 (Basic Year)					
FOB: Destination					
NSN: S208-GR-OND-SMNX					
SIGNAL CODE: A					

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001 OPTION	Grounds Maintenance Services: FFP	1	Lot		
The contractor shall provide ground maintenance services for Operational & Maintenance (O&M) Area and associate units, Kadena AB, Camp Kinser, Chibana and White Beach, Okinawa, in accordance with CLIN 1001 (Sub CLINs 1001AA thru 1001AP) on Attachment 1, Price Exhibit, Attachment 2, Performance Work Statement (PWS), and Attachment 4, Area Maps/Site Plans. Performance Period: 01 Oct 09 thru 30 Sep 10 (Option Year One)					
FOB: Destination					
NSN: S208-GR-OND-SMNX					
SIGNAL CODE: A					

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1002		1	Lot		
OPTION	Grounds Maintenance Services:				
	FFP				
	The contractor shall provide ground maintenance services for DoD Family Housing, Kadena AB, Camp Foter, Camp Lester, Plaza, Camp Klinser, Camp Courtney and Camp McTureous, Okinawa, in accordance with CLIN 1002 (Sub CLINs 1002AA thru 1002BZ) on Attachment 1, Price Exhibit, Attachment 2, Performance Work Statement (PWS), and Attachment 4, Area Maps/Site Plans.				
	Performance Period: 01 Oct 09 thru 30 Sep 10 (Option Year One)				
	FOB: Destination				
	NSN: S208-GR-OND-SMNX				
	SIGNAL CODE: A				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1003		1	Lot		
OPTION	Grounds Maintenance Services:				
	FFP				
	The contractor shall provide ground maintenance services for DoDEA, Kadena AB, Okinawa, in accordance with CLIN 1003 (Sub CLINs 1003AA thru 1003AK) on Attachment 1, Price Exhibit, Attachment 2, Performance Work Statement (PWS), and Attachment 4, Area Maps/Site Plans.				
	Performance Period: 01 Oct 09 thru 30 Sep 10 (Option Year One)				
	FOB: Destination				
	NSN: S208-GR-OND-SMNX				
	SIGNAL CODE: A				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1004 OPTION	Grounds Maintenance Services: FFP The contractor shall provide ground maintenance services for Det 3, Kadena AB, Okinawa, in accordance with CLIN 1004 (Sub CLINs 1004AA thru 1004AD) on Attachment 1, Price Exhibit, Attachment 2, Performance Work Statement (PWS), and Attachment 4, Area Maps/Site Plans. Performance Period: 01 Oct 09 thru 30 Sep 10 (Option Year One) FOB: Destination NSN: S208-GR-OND-SMNX SIGNAL CODE: A	1	Lot		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1005 OPTION	Grounds Maintenance Services: FFP	1	Lot		
The contractor shall provide ground maintenance services for 18th Medical Gp, Kadena AB, Okinawa, in accordance with CLIN 1005 on Attachment 1, Price Exhibit, Attachment 2, Performance Work Statement (PWS), and Attachment 4, Area Maps/Site Plans.					
Performance Period: 01 Oct 09 thru 30 Sep 10 (Option Year One)					
FOB: Destination					
NSN: S208-GR-OND-SMNX					
SIGNAL CODE: A					

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1006 OPTION	Grounds Maintenance Services: FFP	1	Lot		
The contractor shall provide ground maintenance services (Improved Grounds) for Vacant DoD Family Housing, Okinawa, in accordance with CLIN 1006 on Attachment 1, Price Exhibit, Attachment 3, Performance Work Statement (PWS). Performance Period: 01 Oct 09 thru 30 Sep 10 (Option Year One)					
FOB: Destination					
NSN: S208-GR-OND-SMNX					
SIGNAL CODE: A					

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1007 OPTION	Grounds Maintenance Services: FFP The contractor shall provide ground maintenance services (Semi-Improved Grounds) for Vacnat DoD Family Housing , Kadena AB, Camp Kinser, Chibana and White Beach, Okinawa, in accordance with CLIN 1007 on Attachment 1, Price Exhibit, Attachment 3, Performance Work Statement (PWS). Performance Period: 01 Oct 09 thru 30 Sep 10 (Option Year One) FOB: Destination NSN: S208-GR-OND-SMNX SIGNAL CODE: A	1	Lot		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001 OPTION	Grounds Maintenance Services: FFP	1	Lot		
The contractor shall provide ground maintenance services for Operational & Maintenance (O&M) Area and associate units, Kadena AB, Camp Kinser, Chibana and White Beach, Okinawa, in accordance with CLIN 2001 (Sub CLINs 2001AA thru 2001AP) on Attachment 1, Price Exhibit, Attachment 2, Performance Work Statement (PWS), and Attachment 4, Area Maps/Site Plans. Performance Period: 01 Oct 10 thru 30 Sep 11 (Option Year Two) FOB: Destination NSN: S208-GR-OND-SMNX SIGNAL CODE: A					

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2002 OPTION	Grounds Maintenance Services: FFP	1	Lot		

The contractor shall provide ground maintenance services for DoD Family Housing, Kadena AB, Camp Foster, Camp Lester, Plaza, Camp Kinser, Camp Courtney and Camp McTureous, Okinawa, in accordance with CLIN 2002 (Sub CLINs 2002AA thru 2002BZ) on Attachment 1, Price Exhibit, Attachment 2, Performance Work Statement (PWS), and Attachment 4, Area Maps/Site Plans.

Performance Period: 01 Oct 10 thru 30 Sep 11 (Option Year Two)

FOB: Destination

NSN: S208-GR-OND-SMNX

SIGNAL CODE: A

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2003 OPTION	Grounds Maintenance Services: FFP	1	Lot		
The contractor shall provide ground maintenance services for DoDEA, Kadena AB, Okinawa, in accordance with CLIN 2003 (Sub CLINs 2003AAA thru 2003AK) on Attachment 1, Price Exhibit, Attachment 2, Performance Work Statement (PWS), and Attachment 4, Area Maps/Site Plans. Performance Period: 01 Oct 10 thru 30 Sep 11 (Option Year Two) FOB: Destination NSN: S208-GR-OND-SMNX SIGNAL CODE: A					

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2004 OPTION	Grounds Maintenance Services: FFP	1	Lot		
The contractor shall provide ground maintenance services for Det 3, Kadena AB, Okinawa, in accordance with CLIN 2004 (Sub CLINs 2004AA thru 2004AD) on Attachment 1, Price Exhibit, Attachment 2, Performance Work Statement (PWS), and Attachment 4, Area Maps/Site Plans. Performance Period: 01 Oct 10 thru 30 Sep 11 (Option Year Two) FOB: Destination NSN: S208-GR-OND-SMNX SIGNAL CODE: A					

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2005 OPTION	Grounds Maintenance Services: FFP	1	Lot		
The contractor shall provide ground maintenance services for 18th Medical Gp, Kadena AB, Okinawa, in accordance with CLIN 2005 on Attachment 1, Price Exhibit, Attachment 2, Performance Work Statement (PWS), and Attachment 4, Area Maps/Site Plans. Performance Period: 01 Oct 10 thru 30 Sep 11 (Option Year Two) FOB: Destination NSN: S208-GR-OND-SMNX SIGNAL CODE: A					

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2006 OPTION	Grounds Maintenance Services: FFP	1	Lot		
The contractor shall provide ground maintenance services (Improved Grounds) for Vacant DoD Family Housing, Okinawa, in accordance with CLIN 2006 on Attachment 1, Price Exhibit, Attachment 3, Performance Work Statement (PWS). Performance Period: 01 Oct 10 thru 30 Sep 11 (Option Year Two) FOB: Destination NSN: S208-GR-OND-SMNX SIGNAL CODE: A					

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2007 OPTION	Grounds Maintenance Services: FFP	1	Lot		
The contractor shall provide ground maintenance services (Semi-Improved Grounds) for Vacant DoD Family Housing, Okinawa, in accordance with CLIN 2007 on Attachment 1, Price Exhibit, Attachment 3, Performance Work Statement (PWS). Performance Period: 01 Oct 10 thru 30 Sep 11 (Option Year Two) FOB: Destination NSN: S208-GR-OND-SMNX SIGNAL CODE: A					

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001 OPTION	Grounds Maintenance Services: FFP	1 Lot			
The contractor shall provide ground maintenance services for Operational & Maintenance (O&M) Area and associate units, Kadena AB, Camp Kinser, Chibana and White Beach, Okinawa, in accordance with CLIN 3001 (Sub CLINs 3001AA thru 3001AP) on Attachment 1, Price Exhibit, Attachment 2, Performance Work Statement (PWS), and Attachment 4, Area Maps/Site Plans. Performance Period: 01 Oct 11 thru 30 Sep 12 (Option Year Three)					
FOB: Destination					
NSN: S208-GR-OND-SMNX					
SIGNAL CODE: A					

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3002 OPTION	Grounds Maintenance Services: FFP	1	Lot		
The contractor shall provide ground maintenance services for DoD Family Housing, Kadena AB, Camp Foster, Camp Lester, Plaza, Camp Kinser, Camp Courtney and Camp McTureous, Okinawa, in accordance with CLIN 3002 (Sub CLINs 3002AA thru 3002BZ) on Attachment 1, Price Exhibit, Attachment 2, Performance Work Statement (PWS), and Attachment 4, Area Maps/Site Plans. Performance Period: 01 Oct 11 thru 30 Sep 12 (Option Year Three)					
FOB: Destination NSN: S208-GR-OND-SMNX SIGNAL CODE: A					

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3003 OPTION	Grounds Maintenance Services: FFP	1	Lot		

The contractor shall provide ground maintenance services for DoDEA, Kadena AB, Okinawa, in accordance with CLIN 3003 (Sub CLINs 3003AA thru 3003AK) on Attachment 1, Price Exhibit, Attachment 2, Performance Work Statement (PWS), and Attachment 4, Area Maps/Site Plans. Performance Period: 01 Oct 11 thru 30 Sep 12 (Option Year Three)

FOB: Destination
 NSN: S208-GR-OND-SMNX
 SIGNAL CODE: A

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3004 OPTION	Grounds Maintenance Services: FFP	1	Lot		
The contractor shall provide ground maintenance services for Det 3, Kadena AB, Okinawa, in accordance with CLIN 3004 (Sub CLINs 3004AA thru 3004AD) on Attachment 1, Price Exhibit, Attachment 2, Performance Work Statement (PWS), and Attachment 4, Area Maps/Site Plans. Performance Period: 01 Oct 11 thru 30 Sep 12 (Option Year Three) FOB: Destination NSN: S208-GR-OND-SMNX SIGNAL CODE: A					

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3005 OPTION	Grounds Maintenance Services: FFP	1	Lot		
The contractor shall provide ground maintenance services for 18th Medical Gp, Kadena AB, Okinawa, in accordance with CLIN 3005 on Attachment 1, Price Exhibit, Attachment 2, Performance Work Statement (PWS), and Attachment 4, Area Maps/Site Plans. Performance Period: 01 Oct 11 thru 30 Sep 12 (Option Year Three) FOB: Destination NSN: S208-GR-OND-SMNX SIGNAL CODE: A					

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3006 OPTION	Grounds Maintenance Services: FFP	1	Lot		
The contractor shall provide ground maintenance services (Improved Grounds) for Vacant DoD Family Housing, Okinawa, in accordance with CLIN 3006 on Attachment 1, Price Exhibit, Attachment 3, Performance Work Statement (PWS).					
Performance Period: 01 Oct 11 thru 30 Sep 12 (Option Year Three)					
FOB: Destination					
NSN: S208-GR-OND-SMNX					
SIGNAL CODE: A					

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3007 OPTION	Grounds Maintenance Services: FFP	1	Lot		
The contractor shall provide ground maintenance services (Semi-Improved Grounds) for Vacant DoD Family Housing, Okinawa, in accordance with CLIN 3007 on Attachment 1, Price Exhibit, Attachment 3, Performance Work Statement (PWS).					
Performance Period: 01 Oct 11 thru 30 Sep 12 (Option Year Three)					
FOB: Destination					
NSN: S208-GR-OND-SMNX					
SIGNAL CODE: A					

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001		1	Lot		
OPTION	Grounds Maintenance Services: FFP				
The contractor shall provide ground maintenance services for Operational & Maintenance (O&M) Area and associate units, Kadena AB, Camp Kinser, Chibana and White Beach, Okinawa, in accordance with CLIN 4001 (Sub CLINs 4001AA thru 4001AP) on Attachment 1, Price Exhibit, Attachment 2, Performance Work Statement (PWS), and Attachment 4, Area Maps/Site Plans.					
Performance Period: 01 Oct 12thru 30 Sep 13 (Option Year Four)					
FOB: Destination					
NSN: S208-GR-OND-SMNX					
SIGNAL CODE: A					

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4002		1	Lot		
OPTION	Grounds Maintenance Services:				
	FFP				
	The contractor shall provide ground maintenance services for DoD Family Housing, Kadena AB, Camp Foster, Camp Lester, Plaza, Camp Kinser, Camp Courtney and Camp McTureous, Okinawa, in accordance with CLIN 4002 (Sub CLINs 4002AA thru 4002BZ) on Attachment 1, Price Exhibit, Attachment 2, Performance Work Statement (PWS), and Attachment 4, Area Maps/Site Plans.				
	Performance Period: 01 Oct 12 thru 30 Sep 13 (Option Year Four)				
	FOB: Destination				
	NSN: S208-GR-OND-SMNX				
	SIGNAL CODE: A				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4003		1	Lot		
OPTION	Grounds MaintenanceServices:				
	FFP				
	The contractor shall provide ground maintenance services for DoDEA, Kadena AB, Okinawa, in accordance with CLIN 4003 (Sub CLINs 4003AA thru 4003AK) on Attachment 1, Price Exhibit, Attachment 2, Performance Work Statement (PWS), and Attachment 4, Area Maps/Site Plans.				
	Performance Period: 01 Oct 12 thru 30 Sep 13 (Option Year Four)				
	FOB: Destination				
	NSN: S208-GR-OND-SMNX				
	SIGNAL CODE: A				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4004 OPTION	Grounds Maintenance Services: FFP The contractor shall provide ground maintenance services for Det 3, Kadena AB, Okinawa, in accordance with CLIN 4001 (Sub CLINs 4004AA thru 4004AD) on Attachment 1, Price Exhibit, Attachment 2, Performance Work Statement (PWS), and Attachment 4, Area Maps/Site Plans. Performance Period: 01 Oct 12 thru 30 Sep 13 (Option Year Four) FOB: Destination NSN: S208-GR-OND-SMNX SIGNAL CODE: A	1	Lot		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4005 OPTION	Grounds Maintenance Services: FFP	1	Lot		
The contractor shall provide ground maintenance services for 18th Medical Gp, Kadena AB, Okinawa, in accordance with CLIN 4005 on Attachment 1, Price Exhibit, Attachment 2, Performance Work Statement (PWS), and Attachment 4, Area Maps/Site Plans.					
Performance Period: 01 Oct 12 thru 30 Sep 13 (Option Year Four)					
FOB: Destination					
NSN: S208-GR-OND-SMNX					
SIGNAL CODE: A					

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4006 OPTION	Grounds Maintenance Services: FFP	1	Lot		
The contractor shall provide ground maintenance services (Improved Grounds) for Vacant DoD Family Housing , Okinawa, in accordance with CLIN 4006 on Attachment 1, Price Exhibit, Attachment 3, Performance Work Statement (PWS).					
Performance Period: 01 Oct 12 thru 30 Sep 13 (Option Year Four)					
FOB: Destination					
NSN: S208-GR-OND-SMNX					
SIGNAL CODE: A					

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4007 OPTION	Grounds Maintenance Services: FFP The contractor shall provide ground maintenance services (Semi-Improved Grounds) for Vacant DoD Family Housing , Okinawa, in accordance with CLIN 4007 on Attachment 1, Price Exhibit, Attachment 2, Performance Work Statement (PWS).	1 Lot			
Performance Period: 01 Oct 12 thru 30 Sep 13 (Option Year Four)					
FOB: Destination					
NSN: S208-GR-OND-SMNX					
SIGNAL CODE: A					

ESTIMATED
NET AMT

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.232-18	Availability Of Funds	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7041	Correspondence in English	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

SERV-ADD52.212-1

ADDENDA TO 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (APR 2008)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show –

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(f) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

- (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
 - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or
 - (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the offeror’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) *Availability of requirements documents cited in the solicitation.*
 - (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
 Suite 8100
 470 L’Enfant Plaza, SW

Washington, DC 20407
 Telephone (202) 619-8925)
 Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites--

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch/>)
- (iii) ASSIST docs (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST, or
- (iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

- (2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

The following addition/changes are made to FAR 52.212-1, Instruction to Offerors – Commercial Items:

(1) Paragraph (b)(8):

A completed copy of the representation and certifications at FAR 52.212-3 and DFARS 252.212-7000.

Paragraph (c):

Period for acceptance offerors is changed to read 90 calendar days from closing date of this quotation.

(3) Proposal Preparation Instructions:

To assure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. Proposals must be complete, self-sufficient, and respond directly to the requirements of this proposals. The response shall be submitted in three (3) separate parts; Part I, Pricing Information, Part II, Past Performance Information and Part III, Completed copy of the representation and certification at FAR 52.212-3 and DFARS 252.212-7000.

Part I – Pricing Information

Pricing Schedule: The offeror shall insert its quoted unit and extended prices (Yen) in the Schedule of Contract Line Item Numbers (CLINs) in the Price Exhibit, Attachment I.

Standard Form (SF) 1449: Complete blocks 17a and 17b, and 30a, b, and c of the SF 1449 and the Schedule of Contract Line Item Numbers (CLINs) in the space provided in the proposal and submit an original hard copy.

Standard Form (SF) 30, Amendment of Solicitation/Modification of Contract: Complete blocks 15a, 15b and 15c, if applicable.

Part II – Past Performance Information

(5) Paragraph (b)(10) of the FAR 52.212-1 is changed to read:

Past Performance Information: The Government will evaluate the quality and extent of offerors experience deemed relevant to the requirements of the quotation. The Government will use information submitted by the offeror and other sources such as other Federal Government offices and commercial sources, to assess offerors' past performance.

(a) Offerors shall provide a list of the most recent and relevant past and present contracts (no more than three (3) contracts) performed for Federal, State, and/or City agencies and commercial customers within

the last three (3) years for the period beginning with the quotation release date and working back three years. Each offeror shall furnish the following information for each of these most recent contracts:

- Name, address, and telephone number of the contracting organization or other governmental or non-governmental organization (Local, Foreign, etc.)
- Description of contract work scope and responsibilities.
- Contract number.
- Contract dollar value (per base and each option year).
- Period of performance.
- Name, address, fax number and telephone number of the Contracting Officer/responsible procurement official.
- Brief the similarities and differences between this proposed effort and that contract.
- List any contract(s) terminated (partial or complete) within the past 3 years.

Note: "Relevant past and present contract" is defined as like service as stated in the proposals Performance-based Work Statement (PWS) in terms of the actual services provided.

- (b) If an offeror has no relevant past performance history, the offeror must affirmatively state it possesses no relevant, directly related, or similar past performance. The offeror shall submit a letter stating that no recent or relevant past/present performance history exists. If an offeror does not indicate whether past performance exists, the offeror's proposal may be ineligible for award.
- (c) The offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such award or certifications include, for example, the Malcolm Baldrige Quality Award, other government quality awards, and private sector awards or certifications. Identify what segment of the company (one division or the entire company) that received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualification still apply.

(6) POINT OF CONTACT:

The contract specialist as showed in Block 9, SF 1449 is the point of contact for this proposal. When addressing questions concerning any aspect of the proposal, state the page number, section, and paragraph number needing clarification. Offerors shall use the Question Form (Attachment 7) and submit to the following address:

18CONS/LGCA, Bldg. 732, Kadena AB
Attn: Kazutaka Yohena
Unit 5199
APO 96368-5199

Tel. Number: 634-4799 (DSN) 098-961-4799 (Commercial)
Fax Number: 634-1761 (DSN) 098-961-1761 (Commercial)

- (b) No information concerning this proposal or request for clarification will be provided in response to telephone calls from the proposals. Written inquiries will be answered in writing and provided to all offerors. All inquiries must be submitted no later than 5 calendar days prior to the date of submission of proposal as specified in this proposal to allow sufficient time for the Government to prepare a response.

- (c) Submission of Proposals: Proposal must be submitted to the address stated in Block 9, no later than the proposal due date and time stated in Block 8 of the SF 1449. The contractor shall submit an original documentation only.

(d) Telegraphic/Facsimile responses will not be considered.

(7) PRE-PROPOSAL CONFERENCE AND SITE VISIT:

A Pre-Proposal conference/site visit will be conducted on 9:00 a.m., JST on 11 Jul 08, Japan Standard Time (JST), for the purpose of providing offerors an opportunity to become acquainted with the proposal requirements and to ascertain the nature and location of the work. Offerors will meet at the designated place. Offerors will be required to be escorted from the security point, if necessary.

Your attendance at the pre-quotation conference is highly encouraged. Offerors are encouraged to inspect the site where service are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. Offerors who wish to attend the conference/site visit shall complete the Pre-Proposal Conference/Site Visit Reservation Form (Attachment 6) and shall submit it not later than 3:00 p.m., 3 Jul 08, JST.

It is highly encouraged offerors bring a copy of the proposal to the pre-proposal conference. Copies of the proposal will not be provided at the Pre-Proposal Conference.

(8) ESTIMATE AWARD DATE/MOBILIZATION PERIOD/PERFORMANCE START DATE

Estimated Award Date: 1 Sep 08

Mobilization Period: 30 Days

Performance Start Date: 1 Oct 08

(End of provision)

FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999)

This provision is incorporated by reference, and paragraph (a) is modified to read as follows:

(a) The Government will award a contract(s) resulting from this solicitation to the responsible offeror(s) whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. This is a competitive best value source selection in which proposals will be evaluated on an integrated assessment of price and present/past performance (Note: present/past performance are approximately equal to price). The Government intends to award a contract(s) to the offeror(s) deemed responsive and whose proposal conforms to the solicitation requirements and represents the best value to the Government.

The Source Selection Authority (SSA) for this acquisition is: Burton A. Bennet, CAPT, USAF, Flight Chief, Base Support and Acquisition Flight.

The government evaluation team will consist of selected members of the Multi-Functional Team (MFT); the contracting officer, the contract specialist and/or functional/technical representatives from 18CES, Okinawa, Japan.

The evaluation process shall proceed as follows:

(i) Offers shall be ranked according to evaluated prices. The price evaluation will be made on the basis of the total price of all line items, including all options, in Attachment 1, Price Exhibit. The offers will be examined

for reasonableness into the resulting contract, and a finding of unreasonableness shall constitute a basis for removing the offer from consideration for award.

The Government will assess offeror's price for each contract line item number (CLIN) to include the basic period of performance, all option years, and the bottom line price to determine the following:

Reasonableness: Each proposal shall be subject to a price-reasonableness evaluation. In evaluating offered cost, the Government will determine that the offered cost is reasonable for the kinds and quality of required work.

Completeness: Offerors are required to submit on all items on the schedule. A proposal, which does not contain prices for the individual items, will be considered non-responsive and will be rejected.

Realism: The government may determine that a quotation is unacceptable if the prices offered are materially unbalanced between the Line Items or Subline Items. Unbalanced pricing exists when, despite and accepted total evaluated price, the price of one or more contract line items is significantly overstated or understated, as indicated by the application of cost or price analysis techniques. For example, if unique and innovative approaches are the basis for an unbalanced/inconsistently priced proposal, the nature of these approaches and their impact on price must be completely documented. The burden of proof of realism rests solely with the offerors. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the government.

(ii) Using Present/Past Performance Survey, the Government shall seek performance information on the offerors based on (1) the references provided by the offerors and (2) data independently obtained from governmental and commercial sources. The purpose of the present/past performance evaluation is to allow the Government to assess the offeror's performance risk (i.e., the Government's judgment of the probability of an offeror successfully performing the effort described in this solicitation), based on the offeror's demonstrated present/past performance on relevant contract. Relevancy definitions are listed in Description of Services under paragraph 1. of Attachment 2 and 3, the Performance Work Statements. The performance confidence assessment process will result in an overall risk rating of Substantial Confidence, Satisfactory Confidence, Limited Confidence, No Confidence, or Unknown Confidence. Present/Past performance regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement may be evaluated. Offerors with no relevant present/past performance history shall receive the rating Unknown Confidence, meaning the rating is treated neither favorably nor unfavorably. When relevant performance record indicates performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). The Government may review more recent contracts or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness.

(iii) In evaluating present/past performance, the Government reserves the right to give greater consideration to information on those contracts deemed most relevant to the effort described in this solicitation.

(iv) The Government reserves the right to award a contract to other than the lowest priced offer or other than the offeror with the highest rated present/past performance evaluation.

(v) Offerors are cautioned to submit sufficient information and in the format specified in paragraph (a)(vi)(A)(1) below. Offerors may be asked to clarify certain aspects of their proposal (for example, the relevance of present/past performance information) or respond to adverse present/past performance information to which the offeror has not previously had an opportunity to respond. Communication conducted to resolve minor or clerical errors will not constitute discussions and the Contracting Officer reserve the right to award a contract without the opportunity for proposal revision.

(vi) The Government intends to award a contract without discussions with respective offerors. The Government; however, reserves the right to conduct discussions if deemed in its best interest.

A. **Present/Past Performance Information:** only references for same or similar type contracts are desired. Submit original plus one (1) copy. The response shall consist of **one (1) Present/past Performance Reference List and three (3) Present/Past Performance Survey.**

(1) **Present/Past Performance Reference List:** Present/past Performance Reference List shall be submitted from offerors to 18 CONS/LGCA, by either e-mail, kazutaka.yohena.ja@kadena.af.mil or FAX, 098-961-1761, not later than **15 Jul 08** to match the information of Present/past Performance Survey as required in below paragraph (2). Offeror shall submit the reference list of three (3) contracts performed (on-going or completed) as prime contractor, subcontractor, joint ventures and/or teaming partners of the most relevant contracts (similar in scope, size and complexity) for U.S. Government agencies, Government of Japan or its political subdivisions, or commercial customers within the last three (3) years of this solicitation release date. Furnish the following information for each reference on the list of contracts information:

1. Name of contracting activity (e.g., Government Agency/Company name)
2. Point of Contact (POC), Contracting Officer and/or Contract Administrator's phone/FAX number, and e-mail address (if available)
3. Contract number and project title
4. Contract Type (e.g., Firm-Fixed Price, IDIQ, Requirements type)
5. Total contract value
6. Performance period (e.g., date/month/year through date/month/year)
7. Description of contract work performed
8. Contracting Officer's name and phone number
9. Government Inspector/commercial project manager and phone number
10. List of major subcontractors if applicable

In addition, the offeror may provide information on problems encountered on the contracts identified in A.(1) above and corrective actions taken to resolve these problems. This may include a discussion of efforts accomplished by the offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk.

(2) **Present/Past Performance Survey:** The Government requires the Present/past Performance Information of the contracts identified in Present/Past Performance Reference List from each contracting activity or commercial activities. The offeror shall send out Attachment 4, Present/Past Performance Survey, to respective POCs of contracting activity identified in Present/Past Performance Reference List. The responsibility to send out the Present/Past Performance Survey rests solely with the offeror – i.e., it shall not be delegated to any other entity. Once the Present/Past Performance Survey is completed by the POCs, the information contained therein shall be considered sensitive and shall not be releasable. **Present/Past Performance Survey shall be sent directly back to 18 CONS/LGCA from evaluating agencies/companies, not later than 22 Jul 08, 03:00 p.m** by either e-mail kazutaka.yohena.ja@kadena.af.mil or FAX 098-961-1761. Offerors are responsible for ensuring that their reference sources receive the Present/Past Performance Survey in time to complete and return the Present/Past Performance Survey to 18 CONS/LGCA. No Present/Past Performance Survey will be accepted directly from the offeror being evaluated. The Government will evaluate the quality and extent of offeror's experience deemed relevant to the requirements of this solicitation. The Government will use information submitted by the offeror and other sources such as other Federal Government offices and commercial sources, to assess experience.

(2) **Relevant Contracts.** Submit information on contracts that you consider relevant in demonstrating your ability to perform the proposed effort. Include rationale supporting your assertion of relevance. Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort, and to what aspects of the proposed effort they relate. This may include a discussion of efforts accomplished by the offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk. Relevant contracts (similar in scope, size and complexity) may include the work requirement(s) described in the Attachment 2 and 3, Performance Work Statements.

B. Present/Past Performance Evaluation:

(1) Present/Past performance evaluation will be performed based on the following criteria:

1. Recency: Each contract will be confirmed whether the contract has been completed during the past three (3) years from this solicitation release date, or is currently in progress.
2. Relevancy: A relevancy determination of the offeror's present/past performance as prime contractor, subcontractor, joint ventures, and/or teaming partners will be made. Higher relevancy will be assessed for contracts that are most similar to the effort, or portion of the effort, for which that contractor is being proposed, and may contribute to an overall higher relevancy score for the offeror. The Government is not bound by the offeror's opinion of relevancy. The following relevancy definitions apply:

Very Relevant: Present/Past performance effort involved essentially the same scope and size of effort and complexities this solicitation requires.

Relevant: Present/past performance effort involved much of the same or similar scope and size of effort and complexities this solicitation requires.

Somewhat Relevant: Present/past performance effort involved some of the same or similar scope and size of effort and complexities this solicitation requires.

Not Relevant: Present/past performance effort did not involve any of the same or similar scope and size of effort and complexities this solicitation requires.

3. Quality: Quality rating is assigned based on the Quality Rating Criteria below on the Present/Past Performance Survey, Attachment 5.

(i) Quality of Work

- a) Contractor's ability to meet minimum quality standards specified for performance.
- b) Contractor's ability to effectively control the quality of services provided.
- c) Contractor's compliance with contractual terms and conditions

(ii) Timeliness of Performance

- a) Contractor's ability to meet specific responses and scheduled time frames for completion of specified tasks.
- b) Contractor's responsiveness/timeliness for providing administrative reports/documents required by the contract.
- c) Contractor's timeliness in responding to emergency service requirement.
- d) Provided timely resolution of contract discrepancies.

(iii) Effectiveness of Management

- a) Contractor's ability to select and retain cooperative and effective key personnel, such as the contract manager and quality control personnel.
- b) Extent key personnel were knowledgeable about contractual requirements.
- c) Contractor's ability to meet appropriate staffing levels with qualified personnel in order to provide required services.

(iv) **Compliance with the Applicable Rules, Regulations, Laws, including Safety Standards**

- a) Has the contractor ever received any Notices of Violations for noncompliance with environmental laws or regulations?
- b) Contractor's compliance with safety requirements.
- c) Contractor's compliance with security requirements.

(2) Based on evaluation results, each offeror will be assigned one of the following ratings:

1	2	3	4	5
Substantial Confidence	Satisfactory Confidence	Limited Confidence	No Confidence	Unknown Confidence
Based on the offeror's performance record, the government has a high expectation that the offeror will successfully perform the required effort.	Based on the offeror's performance record, the government has an expectation that the offeror will successfully perform the required effort.	Based on the offeror's performance record, the government has a low expectation that the offeror will successfully perform the required effort.	Based on the offeror's performance record, the government has no expectation that the offeror will be able to successfully perform the required effort.	No performance record is identifiable or the offeror's performance record is so sparse that no confidence assessment rating can be reasonably assigned.

Offerors assigned the same performance adjective (e.g. "Substantial Confidence") for each subfactor will receive the same performance adjective at the factor level (i.e. the "overall" performance rating inclusive of all subfactors). Offerors receiving different performance adjectives at the subfactor level will be assigned an overall performance rating based on the subjective judgment of the Contracting Officer. However, an offeror receiving at least one "No Confidence" subfactor rating shall receive an "overall" rating of "No Confidence." To receive an "overall" rating of "Substantial Confidence," the offeror shall have at least one (1) subfactor rated "Substantial Confidence" and the other subfactors rated "Satisfactory Confident" in past performance that is deemed relevant or very relevant.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 Offeror Representations and Certifications -- Commercial Items (Jun 2008)

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpm.gov> . If an offeror has not completed the annual representations and certificates electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) *Definitions.* As used in this provision--

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern” —

- (1) Means a small business concern —
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern —

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it * is, * is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it * is, a women-owned business concern.

(7) *The bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).]* The offeror represents as part of its offer that it * is, * is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).]* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either—

(A) It * is, * is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It *has, * has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It * is, * is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It * is, * not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.*

(d) *Representations required to implement provisions of Executive Order 11246 --*

(1) Previous contracts and compliance. The offeror represents that --

(i) It * has, * has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It * has, * has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It * has developed and has on file, * has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It * has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “component,” “domestic end product,” “end product,” “foreign end product,”

“Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

- (1) * Are, * are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) * Have, * have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
- (3) * Are, * are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) * Have, * have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(I) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (I)(3) through (I)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

* TIN: _____.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

* Sole proprietorship;

* Partnership;

* Corporate entity (not tax-exempt);

* Corporate entity (tax-exempt);

* Government entity (Federal, State, or local);

* Foreign government;

* International organization per 26 CFR 1.6049-4;

* Other _____.

(5) Common parent.

* Offeror is not owned or controlled by a common parent;

* Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of Provision)

Alternate 1 (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) *[The offeror shall check the category in which its ownership falls]:*

_____ Black American.

_____ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

Alternate II (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) Address. The offeror represents that its address ___ is, ___ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2008) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)

(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause.

- (i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)
- (vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
- (viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements `(Nov 2007)" (41 U.S.C. 351, *et seq.*)
- (ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements `(Nov 2007)" (41 U.S.C. 351, *et seq.*)
- (x) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2008) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(ix) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued

	<u>From</u>	<u>To</u>
Basic Period:	1 October 08	30 September 09
Option One:	1 October 09	30 September 10
Option Two:	1 October 10	30 September 11
Option Three:	1 October 11	30 September 12
Option Four:	1 October 12	30 September 13

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than Y245,804,910, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

- (1) Any order for a single item in excess of Y75,001,794;
 - (2) Any order for a combination of items in excess of Y322,187,388 or
 - (3) A series of orders from the same ordering office within 5 working days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
 - (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
 - (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 working days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
- (End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after:

30 September 2009 if Option Year One is not exercised

30 September 2010 if Option Year Two is not exercised

30 September 2011 if Option Year Three is not exercised
30 September 2012 if Option Year Four is not exercised
30 September 2013 if Option Year Four is exercised

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the performance period expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

KIMIKO TOMIHIRA

Contracting Officer

Unit 5199

APO AP 96368

Kadena Air Base

Okinawa, Japan

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of provision

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2008)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

__X__ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) __X__ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

- (3) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).
- (4) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
- (5) _X_ 252.225-7012, Preference for Certain Domestic Commodities (MAR 2008) (10 U.S.C. 2533a).
- (6) ___ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- (7) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (8) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (9) ___ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (10) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (11) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (12)(i) ___ 252.225-7036, Buy American Act-Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (OCT 2006) of 252.225-7036.
- (13) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (14) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (15) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (16) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (17) ___ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports(MAR 2008) (10 U.S.C. 2227).
- (18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (19) _X_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (20)(i) ___ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) ___ Alternate I (MAR 2000) of 252.247-7023.
- (iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(21) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

5352.242-9000 Contractor access to Air Force installations.

As prescribed in 5342.490-1, insert a clause substantially the same as the following clause in solicitations and contracts and the clause is modified to reflect non-Air Force facilities included in the contract:

CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (AUGUST 2007)

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force and other military installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and valid driver's base pass to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Volume 1, The Air Force Installation Security Program, and AFI 31-501, Personnel Security Program Management, citing the appropriate paragraphs as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

CONCILIATION PANEL CLAUSE

Except as otherwise provided in this contract, any disagreement arising under this contract which is not resolved by the parties to this contract may be submitted to the United States-Japan Joint Committee for conciliation in accordance with Paragraph 10, Article XVIII, of the Status of Forces Agreement under Article VI of the Treaty of Mutual Cooperation and Security between Japan and the United States of America. Requests by the Contractor for conciliation shall be made in accordance with the following procedures:

(a) In the event the Contractor desires conciliation after the decision of the Contracting Officer has been served upon him, he will first file his appeal from such findings of fact with the appropriate authority in accordance with the clause of this contract entitled "Disputes", and within the time limits described therein before filing a request for conciliation with the Joint Committee and then request the appellate authority under the clause of this contract entitled "Disputes", to suspend its action on his appeal until such time as the Joint Committee has had an opportunity for effecting conciliation.

(b) The request for conciliation shall be submitted by the Contractor through the nearest Defense Facilities Administration Bureau, to the Contract Conciliation Panel of the Joint Committee. Upon the filing of the request with the Joint Committee, the Contractor shall immediately notify the Contracting Officer in writing that the request for conciliation has been filed.

(c) In the event the disagreement submitted to the Joint Committee under subparagraph (b) above has been resolved through conciliation, it will be the responsibility of the Contractor to notify the appellate authority designated in the clause of this contract entitled "Disputes", of the settlement of the dispute and to withdraw his appeal.

(d) In the event the Contractor who has submitted a request for conciliation to the Joint Committee under subparagraph (b) above desires, notwithstanding tendency of his request for conciliation, that action by the appropriate authority under the clause of this contract entitled "Disputes", be resumed on his appeal, it is his responsibility to so request the said authority in writing. The Joint Committee shall be immediately informed by the Contractor of his action taken hereunder.

(f) No request for conciliation can be submitted to the Joint Committee in the case of a dispute upon which the final decision of the appropriate authority under the clause of this contract entitled "Disputes", has been rendered. Pending the hearing of the conciliation panel, the Contractor shall proceed diligently with the performance of the contract in accordance with the Contracting Officer's decision. The provisions of this clause shall not prejudice any right which the parties to the contract may have to file a civil suit.

(End of clause)

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
(All listed attachments are at the end of this document)

ATTCH NO.	DESCRIPTION	DATE	PAGE(S)
1	Price Exhibit	18-June-08	15 pages
2	Performance-Based Work Statement 1	18-June-08	26 pages
3	Performance-Based Work Statement 2	18-June-08	13 pages
4	Area Maps/ Site Plans	21-May-08	6 pages
5	Past Performance Questionnaire	23-June-08	7 pages
6	Site Visit Reservation Form	23-June-08	1 page
7	Question Form	23-June-08	1 page

Note: Upon award, Attachment No. 1, 2, 3, and 4 will physically be included to the resulting contract. Attachment No. 5, 6, and 7 will not be included to the resulting contract.

*****LAST ITEM*****

**ADDENDUM TO FAR PROVISION 52.212-4, CONTRACT TERMS AND CONDITIONS –
 COMMERCIAL ITEMS.**

(1) FAR 52.212-4 paragraph (k), is changed to read:

TAX EXEMPTION CERTIFICATE

The contractor will submit requests for gasoline or diesel oil tax exemption certificates to the Contracting Officer. This request will show the actual amount of gasoline or diesel oil used exclusively for the performance of this contract, with documentary evidence and detailed item breakdown to certify the accurate consumption of gasoline or diesel, or other necessary information and data as may be required. The Contracting Officer will issue to the contractor a Tax Exemption Certification for the actual amount of gasoline or diesel oil used exclusively for the performance of this contract. The contractor shall claim all tax and customs exemptions as listed in paragraph "EXEMPTION FROM JAPANESE CUSTOMS DUTIES AND TAXES PURSUANT TO STATUS OF FORCES AGREEMENT".

**EXEMPTION FROM JAPANESE CUSTOMS DUTIES AND TAXES PURSUANT TO STATUS OF FORCES
 AGREEMENT (AUG 2001)**

(a) Paragraph 2, Article XI of the Status of Forces Agreement between Japan and the United States, authorizes the United States entry into Japan free from Japanese customs duties and all other charges on materials, supplies and equipment imported for the official use of the United States Armed Forces or for the exclusive use of such forces or ultimately to be incorporated into articles or facilities used by such forces.

(b) Paragraph 3, Article XII of said Status of Forces Agreement, authorizes the United States exemption from

certain Japanese taxes for materials, supplies, equipment and services procured for official purpose in Japan by the United States Armed Forces or by authorized agencies of the United States Armed Forces. Currently, these taxes

are: (1) Gasoline tax and local road tax on gasoline; (2) Diesel oil tax; (3) Liquefied petroleum tax, and (4)

consumption tax.

(c) If you are the successful offeror, the Contracting Officer or his authorized representative will issue customs or tax exemption taxes in accordance with procedures agreed upon between the Government of Japan and the United States of America. Tax exemption certificates for either at the end of each month or upon termination of the contract. These can be applied against future purchases of motor fuel. They will be issued only to you as the prime contractor, so, if you employ a subcontractor or supplier who uses motor fuel, you must purchase the motor fuel to secure the exemption.

(d) List below the customs duties or taxes which have been excluded from your proposal as required by the Taxes Clause. Contractor must claim all customs and tax exemptions to which the U.S. Government is entitled.

Type of Commodity and Percentage of Tax	Amount of Duty or Tax Excluded in Yen (Y)
(1) Customs Duties	_____
(2) Taxes:	_____
(a) Gasoline tax and local road tax on gasoline	_____
(b) Diesel oil tax	_____
(c) Liquefied petroleum tax	_____
(d) Consumption tax	_____

(End of provision)